

PART I – SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

This is a Request for Proposal (RFP) for the provision of assistance by the Contractor as a transportation provider to the Child and Family Services Agency and to other District agencies. The Offeror shall perform all work on a fixed rate round trip or one way trip.

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NAME OF OFFEROR OR CONTRACTOR					
CLIN NO.	SUPPLIES/SERVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE B PRICING				
	The Contractor shall provide all resources to perform the services in accordance with Statements of Work to be contained in the contract.				
0001A	March 1 2004 – August 8, 2004 = 100 school days	<u>MAXIMUM CAPACITY</u> 100 trips x 100 days	Round trips		
0002A	March 1 2004 – August 8, 2004 = 100 school days	100 trips x 100 days	One way Trips		
0003A	March 1 2004 – August 8, 2004 = 100 school days	100 trips x 100 days	Group Rate Trips		
	BASE YEAR				

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CLIN NO.	SUPPLIES/SERVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE B PRICING				
	The Contractor shall provide all resources to perform the services in accordance with Statements of Work to be contained in the contract.				
0001B	August 15, 2004 – August 8, 2005 = 225 school days	<u>MAXIMUM CAPACITY</u> 100 trips x 225 days	Round trips		
0002B	August 15, 2004 – August 8, 2005 = 225 school days	100 trips x 225 days	One way trips		
0003B	August 15, 2004 – August 8, 2005 = 225 school days	100 trips x 225 days	Group Rate Trips		
	OPTION YEAR 1				

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CLIN NO.	SUPPLIES/SERVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE B PRICING				
	The Contractor shall provide all resources to perform the services in accordance with Statements of Work to be contained in the contract.				
0001C	August 15, 2005 – August 8, 2006 = 225 school days	<u>MAXIMUM CAPACITY</u> 100 trips x 225 days	Round trips		
0002C	August 15, 2005 – August 8, 2006 = 225 school days	100 trips x 225 days	One way trips		
0003C	August 15, 2005 – August 8, 2006 = 225 school days	100 trips x 225 days	Group Rate Trips		
	OPTION YEAR 2				

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NAME OF OFFEROR OR CONTRACTOR					
CLIN NO.	SUPPLIES/SERVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE B PRICING				
	The Contractor shall provide all resources to perform the services in accordance with Statements of Work to be contained in the contract.				
0001D	August 15, 2006 – August 8, 2007 = 225 school days	<u>MAXIMUM CAPACITY</u> 100 trips x 225 days	Round trips		
0002D	August 15, 2006 – August 8, 2007 = 225 school days	100 trips x 225 days	One way trips		
0003D	August 15, 2006 – August 8, 2007 = 225 school days	100 trips x 225 days	Group Rate Trips		
OPTION YEAR 3					

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NAME OF OFFEROR OR CONTRACTOR					
CLIN NO.	SUPPLIES/SERVICES	QUANTI TY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">SCHEDULE B PRICING</p> <p>The Contractor shall provide all resources to perform the services in accordance with Statements of Work to be contained in the contract.</p>				
0001E	August 15, 2007 – August 8, 2008 = 225 school days	<u>MAXIMUM CAPACITY</u> 100 trips x 225 days	Round trips		
0002E	August 15, 2007 – August 8, 2008 = 225 school days	100 trips x 225 days	One way trips		
0003E	August 15, 2007 – August 8, 2008 = 225 school days	100 trips x 225 days	Group Rate Trips		
	OPTION YEAR 4				

SECTION C

DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

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**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 SCOPE OF WORK

C-1.1 The Offeror shall provide transportation services for 100 school age foster care children, 10 of which are handicapped. Those children are clients of CFSA and require daily round trip and/or one way transportation services from their residences or other designated locations not limited to school, therapy, medical appointments testing sites, in a timely manner or one way transportation from school to day care. This may also include a period not to exceed ten days for District of Columbia Public School special education students in a timely and controlled manner.

C-2 TARGET POPULATION

C-2.1 The Offeror shall provide services to approximately 100 children who are wards of the District of Columbia and may have mild to severe emotional, physical, learning, visual or speech impairments.

C-2.2 The Contractor and Contractor staff must be knowledgeable and sensitive to the needs and anxieties of such children and youths, their families and/or surrogate caregivers.

C-3 LOCATION OF SERVICES

C-3.1 The Contractor shall provide round trip transportation services primarily within the District of Columbia. Some destinations may be located outside of the city limits of Washington, DC, but will be located within the Washington Metropolitan Area. The Metropolitan Area is defined as Washington, DC, Prince George's County, Montgomery County, Fairfax County, Arlington County and City of Alexandria.

C-3.2 While almost all service requirements will be within the District of Columbia or the immediate surrounding jurisdictions previously defined as the Metropolitan Washington Area, there may be occasions when a child will require transportation services beyond the immediately defined service area.

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C-4 SPECIFIC REQUIREMENTS

- C-4.1** The Offeror shall provide all equipment, insurance, personnel, licenses, franchises, supervision, maintenance, fuel and operating supplies.
- C-4.2** The Offeror must possess, at contract initiation, a Certificate of Necessity from the Washington Metropolitan Area Transit Commission, which attests to its authority to engage in the business of transporting disadvantaged persons throughout the Washington Metropolitan Area.
- C-4.3** The Offeror shall comply with all Federal, State, District or municipal requirements at all times during the period of this contract.
- C-4.4** The Offeror shall provide daily services between the hours of 5:30 a.m. to 7:00 p.m. or until the last rider has been delivered to their destination, whichever is later. This means that the Offeror must be ready and able to be at the pick-up point of a child at 5:30 a.m., if needed.
- C-4.5** The Offeror shall provide transportation by the most direct routes possible, with deviations occurring only from unforeseen circumstances which may require rerouting, such as encounters with emergency vehicles or road repairs. There shall be no other riders in the vehicle with the exception of the children being transported, the Escort Aide, and the Driver. The Offeror shall not be allowed to “mix” passengers from any other contract or for any other reason than for training for the staff assigned to work on the contract.
- C-4.6** The Offeror shall transport customers daily round-trip, except for the holidays, from their residence or other designated locations to but not limited to, school, therapy, medical appointments testing sites, in a timely manner. Some destinations may be located outside of the city limits of Washington DC, but will be located within the Washington Metropolitan Area.
- C-4.7** For the purposes of these contract base year and option periods, holidays are defined as the following:

Labor Day
Columbus Day
Veterans Day
Thanksgiving
Martin Luther King Day
President’s Day
Memorial Day

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- C-4.8** The Offeror will provide Escort Aide on all vehicles used to transport children under the terms of this contract. Escort Aides shall escort customers to and from their pick up/drop off sites and the vehicle.
- C-4.9** Ensure that all passengers fastened in age-appropriate and weight-appropriate seat belts, as required by law.
- C-4.10** Ensure that all wheelchairs are securely fastened and immobilized, and customers securely belted in.
- C-4.11** Handle disciplinary problems and other non-medical type emergencies.
- C-4.12** Generally provide supervision and assistance to persons being transported.
- C-4.13** Obtain assistance for customers experiencing medical emergencies such as epileptic seizures.
- C-4.14** At the very minimum, Escort Aides will be trained in CPR and emergency first aid.
- C-4.15** Escort Aides should have sufficient training to handle disciplinary situations as they arise. The Offeror shall develop a plan whereby only the most unruly passengers will be removed from the transport service with prior approval from CFSA. The Offeror shall anticipate occasional rider disturbances, which should be addressed by qualified Escort Aides.
- C-4.16** The Offeror shall adhere to the following transportation schedule:
 - C-4.16.1** Schedules for transportation services will be developed by the Contractor following requirements expressed in writing by the Contract Administrator at the inception of the contract. Subsequent needs will be conveyed over the telephone and confirmed in writing within three days of a requested change.
 - C-4.16.2** The Contract Administrator is empowered to modify the Offerors schedule or revise them in their entirety, providing the modifications or revisions do not result in a change in other provisions of this contract. The Contract Administrator will promptly notify the Contracting Officer before proceeding with the modification.

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C-5 STAFF REQUIREMENTS

- C-5.1** The Offerors employees shall be trained, fully qualified, free from communicable diseases, and physically able to perform their duties.
- C-5.2** Records on each employee's suitability for performing the duties of driver or Escort Aide, must be maintained in the Contractor's main office and made available for inspection by the Contract Administrator (or designee) upon request, within 30 days after date of contract award.
- C-5.3** The Offeror shall maintain that all direct and indirect staff, including consultants, do not have any prior criminal record or convictions for child abuse or molestation, sexual abuse and rape, or drug possession or distribution.
- C-5.4** Within fifteen days of award of the contract, the Offerors employees shall wear and display an identification badge/name plate, which displays their name, description (weight, hair color, color of eyes) and the date the identification was issued.
- C-5.5** The Offeror shall designate an employee to serve as Supervisor/Dispatcher who shall work with the Contract Administrator on a day-to-day basis. This person shall possess proven supervisory and administrative abilities. Among other responsibilities, this person shall be responsible for the inspection of vehicles, monitoring driver performance, the discipline of drivers, and supporting drivers in their adhering to contract requirements.
- C-5.6** The Contract Administrator shall recommend in writing the dismissal of employees for cause. An employee in this status shall be relieved of his/her performing duties immediately while the matter is under fact-finding by the Contractor. The employee shall have the right to review the charges against him/her, to provide a written response and to be represented by legal counsel. The failure of the Contract Administrator and the Offeror to agree to a dismissal shall constitute a dispute that shall be governed by the Disputes Clause of the General Provisions, and shall act as a bar to other rights afforded employees pursuant to statutes or regulation.
- C-5.7** Temporary or permanent dismissal of an employee shall not relieve the Contractor of fulfilling his responsibilities under this contract.
- C-5.8** The offeror shall ensure that each driver possesses a valid operator's permit for the type of vehicles they operate, which shall not have been suspended within the previous three years.

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C-5.9 Drivers must have their operating credentials and licenses in their possession while a vehicle is being driven. They shall obey all posted traffic signals. The Child and Family Services Agency shall not be responsible for traffic tickets or other liabilities incurred as a result of driver negligence.

C-5.10 Drivers or Escort Aide will be responsible for assisting customers on and off the vehicle for ensuring that wheelchairs are secured and customers are belted in, for handling on-vehicle disciplinary problems, for obtaining assistance for customers experiencing medical emergencies (such as epileptic seizures), for providing supervision and assistance to customers.

C-6 VEHICLE REQUIREMENTS

C-6.1 The Offeror shall provide a fleet of passenger vehicles capable of transporting the numbers and types of customers set forth in this contract, which vehicles shall conform to Highway Safety Standards, and which vehicles shall have adequate heating and air conditioning. Vehicles will operate smoothly, free from vibrations and noises.

C-6.2 The Offerors passenger vehicles will have a minimum seating capacity for six (6) passengers and a maximum capacity for fifteen (15) passengers, including the driver. A minimum number of vehicles will be equipped with wheelchair lifts or ramps as needed to meet customer requirements. All vehicles will display the Contractor's company name. The Offerors vehicle will meet the Americans With Disabilities Act requirements at the initiation of the contract.

C-6.3 The Offerors vehicles will be equipped with:

1. Operational lap and shoulder seat belts for the passengers in the most forward seat, and lap-type belts for all other passengers.
2. Fire extinguishes approved by the Washington Metropolitan Area Transit Commission (WMATC).
3. A first aid kit of appropriate type and capacity (WMATC Standards).
4. "Fasten Seat Belt" and "No Smoking" signs in the interior.
5. Two-way radios, or another communication device which facilitate communication between the driver and the Supervisor/Dispatcher. Two-way radios will be played at volumes that do not disturb customers.
6. Infant seats, as required by trip service needs.
7. A heating and cooling system of sufficient capacity and operability to maintain passenger comfort during periods of cold and hot weather.

C-6.4 The Offeror will adhere to the following Inspection and Maintenance of its Vehicle/Equipment:

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1. At its own expense, the Offeror will ensure that each vehicle used in the performance of this contract is inspected annually by the Department of Motor Vehicles for operational safety.
2. The Offeror shall bear full responsibility for the preventive and remedial maintenance of all vehicles. All vehicles must be maintained in safe operating condition at all times.
3. The Offeror shall keep the exteriors, windows and interiors of all vehicles clean and litter-free at all times.
4. The Offeror shall maintain seat belts in operating order at all times.

C-6.5 The Offeror shall have full responsibility for the storage of vehicles during non-duty hours.

C-6.6 The Offeror shall adhere to the following in case of Vehicle Emergency or Accident:

1. If a driver experiences an emergency such as a breakdown with a vehicle, he/she will notify the Dispatcher immediately, who will notify the Transportation Coordinator immediately. If the Dispatcher is unable to reach the Transportation Coordinator, he/she will contact CFSA on 202-442-6000 or 202-671-7233 (hotline).
2. If a driver experiences an emergency, such as an accident, he/she will immediately - if physically able – call for medical assistance, notify the Police Department, and then call the Dispatcher. If the Dispatcher will contact the Contract Administrator and provide the following pertinent information:
 - a. Description of and extent of the accident/damage.
 - b. Time and location of the accident.
 - c. The names/severity of injured customers.
 - d. The name of the emergency service provider.
 - e. The hospital of location where injured customers, where transported.
 - f. The disposition of uninjured customers.
3. The Dispatcher will provide each segment of the above information to the Contract Administrator.
4. The Offeror shall submit an Unusual Incident Report to the Transportation Coordinator within 24 hours of the accident.

****END OF SECTION C****

PART

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed By clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.
- D.2** All packages, letters, documents, correspondence and other data or matter relating to this contract must be marked with corresponding contract number.
- D.3** All postage and or mailing fees connected with performance of this contract shall be The responsibility of the contractor.

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******END OF SECTION D******

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SECTION E

INSPECTION AND ACCEPTANCE

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E-1 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed by the CFSA authorized representative who shall accept or reject the services within thirty (30) days after completion of service.

E-2 INSPECTION OF SERVICES

- (a) Definitions, "Service", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the CFSA covering the services under this contract.
- (c) The CFSA has the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The CFSA will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the CFSA performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with the contract requirements, the CFSA may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the CFSA may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the CFSA may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the CFSA that is directly related to the performance of such service or (2) terminate the contract for default.

E-3 QUALITY CONTROL

The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes to include, but not limited to: Inspections to ensure that all contract requirements are met.

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SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

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******END OF SECTION E******

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PART I – SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

CFSA intends to award task orders against this blanket ordering agreement with payments based on a per trip rate for each line item set forth in the Price Schedule Chart in Section B.

F.2 TERM OF CONTRACT

The term of this agreement will have a base year with four (4) one year option periods.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed **four (4) years**. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

******END OF SECTION F******

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SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** In accordance with the Quick Payment Act, D.C. Official Code 2-221.01 *et seq.* the District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The name and address of the CFO is:

Name: Agency Chief Financial Officer
Child & Family Services Agency
Address: 400 Sixth Street, S.W., 2nd Floor
Washington, D.C. 20024
Telephone: (202) 724-7676

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax Identification number, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
- G.2.2.2** Contract number, and encumbrance number (block number twenty-one (21) of the Solicitation Cover Sheet)
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting receipts, documentation or information, as required by the Contracting Officer.
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered

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G.2.2.6 Name, title, telephone number of person preparing the invoice;

G.2.2.7 Name, title, telephone number and mailing address of person to be notified in the event of a defective invoice.

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

The District will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice

G.4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District of Columbia only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Chief Contracting Officer
Child and Family Services Agency
400 Sixth Street, SW
Washington, D.C. 20024
(202) 727-7151

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G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR will be identified by CFSA upon the commencement of the contract.
- G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

******END OF SECTION G******

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 1994-2103 (Revision No. 28, dated October 4, 2002)** issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

- H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4** The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.
- H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 CONFLICT OF INTEREST

H.4.1 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 RESERVED

H.6 CONTRACTOR RESPONSIBILITIES

H.6.1 NO REFUSAL TO PLACE AND PLANNED DISCHARGE

The Contractor shall accept any child that has been assigned by CFSA immediately for care. In addition, the Contractor shall not discharge any child assigned by CFSA from its care without the written permission of the Contracting Officer.

H.6.2 ACCEPTANCE – 24-HOUR AVAILABILITY

The Contractor shall have staff available 24 hours per day, 7 days per week, week for every calendar day of the contract period to accept children that may be assigned by CFSA on an emergency basis.

H.6.3 TRANSPORTATION

The Contractor shall provide transportation for all children assigned by CFSA for routine and necessary activities.

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H.6.4 SIGN LANGUAGE INTERPRETER SERVICE

The Contractor shall provide sign language interpreter services for children requiring the communication of sign language assigned by CFSA.

H.6.5 FOREIGN LANGUAGE INTERPRETER SERVICES

The Contractor shall provide foreign language interpreter services for children, as required

H.6.6 GEOGRAPHICAL PROXIMITY FACTORS

The Contractor shall have facilities or placement capabilities for children assigned by CFSA in the District of Columbia or within 25 miles of the District of Columbia.

H.6.7 EMERGENCY RESPONSE / EMERGENCY PLAN

The Contractor at a minimum shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA's role.

H.7 RESERVED

H.8 AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT OF 1973

The Contractor and any of its subcontractors shall comply with all provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

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H.9 RESERVED

H.10 QUALITY CONTROL

The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes that include, but are not limited to inspections to ensure that all contract requirements are met.

H.11 PERFORMANCE EVALUATION MEETINGS

During the performance of this contract, the Contractor's Project Manager will meet weekly with the Contracting Officer's Technical Representative (COTR) at a time and place specified by the COTR. Meetings will be held as often as necessary after the 1st month as determined by the COTR. A mutual effort will be made to resolve all problems identified.

H.12 RESERVED

H.13 HIPAA PRIVACY COMPLIANCE

H.13.1 Definitions

H.13.1.1 "Contractor" shall mean the Offeror/Contractor.

H.13.1.2 "CFSA" shall mean the District of Columbia, Child and Family Services Agency

H.13.1.3 "Designated Record Set" means:

H.13.1.3.1 A group of records maintained by or for CFSA that is:

H.13.1.3.1.1 The medical records and billing records about individuals maintained by or for a covered health care provider;

H.13.1.3.1.2 The enrollment, payment, claims adjudication, and case or medical management Record systems maintained by or for a health plan;

H.13.1.3.1.3 Used, in whole or in part, by or for CFSA to make decisions about individuals.

H.13.1.3.2 For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

H.13.1.4 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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- H.13.1.5** Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- H.13.1.6** Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.
- H.13.1.7** Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- H.13.1.8** Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- H.13.2** **Obligations and Activities of Contractor**
- H.13.2.1** Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- H.13.2.2** Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- H.13.2.3** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Clause.
- H.13.2.4** Contractor agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H.13.2.5** Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- H.13.2.6** Contractor agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H.13.2.7** Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H.13.2.8** Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.

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- H.13.2.9** Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.13.2.10** Contractor agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.13.3 Permitted Uses and Disclosures by Contractor**
- H.13.3.1** Refer to underlying services agreement:
Except as otherwise limited in this Clause, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- H.13.3.2** Except as otherwise limited in this Clause, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- H.13.3.3** Except as otherwise limited in this Clause, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- H.13.3.4** Except as otherwise limited in this Clause, Contractor may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- H.13.3.5** Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- H.13.4 Obligations of CFSA**
- H.13.4.1** CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.
- H.13.4.2** CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

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- H.13.4.3** CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.
- H.13.5** **Permissible Requests by CFSA**
CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.
- H.13.6** **Term and Termination**
- H.13.6.1** Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- H.13.6.2** Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:
- H.13.6.2.1** Provide an opportunity for Contractor to cure the breach or end the violation and terminate the contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;
- H.13.6.2.2** Immediately terminate the contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
- H.13.6.2.3** If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.
- H.13.6.3** Effect of Termination.
- H.13.6.3.1** Except as provided in Section H.13.6.3.2, upon termination of the contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- H.13.6.3.2** In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

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H.13.7 Miscellaneous

- H.13.7.1** Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- H.13.7.2** Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- H.13.7.3** Survival. The respective rights and obligations of Contractor under Section H-7.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- H.13.7.4** Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

******END OF SECTION H******